

BID PACKAGE

FOR

PROJECT NO.: 13-4037

SUBMITTED BY:

DELAWARE ELEVATOR

PETER KAPREILIAN
FLA DIRECTOR

JUNE 2014

SECTION 00300

PROPOSAL

TO THE MAYOR AND COMMISSIONERS
CITY OF HOLLYWOOD, FLORIDA

SUBMITTED _____

Dear Mayor and Commissioners:

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Drawings and Specifications for the Work and contractual documents relative thereto, including the Notice to Bidders, Instructions to Bidders, Proposal Bid Form, Form of Bid Bond, Form of Contract and Form of Performance Bond, General, Supplementary and Technical Specifications, Addenda, Drawings, and Local Preference Program, Exhibit A, and has read all of the Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

The undersigned BIDDER has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other BIDDER of parties to this bid whatever.

If this Proposal is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the City of Hollywood, Florida, in the form of Contract specified; of which this Proposal, Instructions to Bidders, General Specifications, Supplementary Conditions and Drawings shall be made a part for the performance of Work described therein; to furnish the necessary bond equal to one hundred (100) percent of the total Contract base bid, the said bond being in the form of a Cash Bond or Surety Bond prepared on the applicable approved bond form furnished by the CITY; to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the work specified in the Proposal and Contract and called for in the Drawings and in the manner specified; to commence Work on the effective date established in the "Notice to Proceed" from the ENGINEER; and to substantially complete all Contract Work within 180 days with final completion within 210 days, and stated in the "Notice to Proceed" or pay liquidated damages for each calendar day in excess thereof, or such actual and consequential damages as may result therefrom, and to abide by the Local Preference Ordinance.

The BIDDER acknowledges receipt of the following addenda:

No. <u>1</u>	Dated <u>July 18, 2014</u>
No. _____	Dated _____
No. _____	Dated _____

And the undersigned agrees that in case of failure on his part to execute the said Contract and the Bond within ten (10) days after being presented with the prescribed Contract forms, the check or Bid Bond accompanying his bid, and the money payable thereon, shall be paid into the funds of the City of Hollywood, Florida, otherwise, the check or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the

_____ Bank of _____

or approved Bid Bond for the sum of

_____ Dollars (\$) according to the conditions under the Instructions to Bidders and provisions therein.

NOTE: If a Bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign Contracts on behalf of the corporation and corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign Contracts in behalf of the partnership; and if the Bidder is an individual, his signature shall be placed below; if a partnership, the names of the general partners.

WHEN THE BIDDER IS AN INDIVIDUAL:

(Signature of Individual)

(Printed Name of Individual)

(Address)

WHEN THE BIDDER IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

(Name of Firm)

(Address)

(Signature of Individual) (SEAL)

 WHEN THE BIDDER IS A PARTNERSHIP:

 (Name of Firm) A Partnership

 (Address)

By: _____
 (SEAL)
 (Partner)

Name and Address of all Partners:

 WHEN THE BIDDER IS A JOINT VENTURE:

 (Correct Name of Corporation)

By: _____
 (SEAL)
 (Address)

 (Official Title)

As Joint Venture
 (Corporate Seal)

Organized under the laws of the State of _____, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

 WHEN THE BIDDER IS A CORPORATION:

Delaware Elevator of Florida, Inc.
 (Correct Name of Corporation)

By: Charles E. M.
 (SEAL)

President / CEO
 (Official Title)

4 Office Park Drive, Ste 260
Palm Coast, FL 32137
 (Address of Corporation)

Organized under the laws of the State of _____, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS**

(Name of Corporation)

RESOLVED that _____
(Person Authorized to Sign)

_____ of
(Title) (Name of Corporation)

be authorized to sign and submit the Bid or Proposal of this corporation for the following project:

CITY OF HOLLYWOOD

Water Treatment Plant Elevator Modifications

Project No.: 13-4037

The foregoing is a true and correct copy of the Resolution adopted by

_____ at a meeting of its Board of
(Name of Corporation)

Directors held on the _____ day of _____, 20____.

By: _____

Title: _____
(SEAL)

The above Resolution **MUST BE COMPLETED** if the Bidder is a Corporation.

- END OF SECTION -

SECTION 00301

CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING & CONSTRUCTION SERVICES DIVISION

PROPOSAL BID FORM

PROJECT NO.: 13-4037

PROJECT NAME: Water Treatment Plant Elevator Modifications
3441 Hollywood Boulevard

If this Proposal is accepted, the undersigned Bidder agrees to complete all work under this contract within 180 calendar days following the issuance of the Notice to Proceed. UNIT PRICE PREVAIL OVER TOTAL PRICE. All entries on this form must be typed or written in block form in ink. Quantities provided are for information purposes.

BASE BID ELEVATOR MODERNIZATION

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.	All items as outlined in the specifications, supplied and installed as directed, inclusive of all related means and methods required for a complete operating system in accordance with all outlined associated requirements	1	LS	\$ 145,000	\$ 145,000
2.	Cab Remodeling Bid Allowance	1	LS	\$12,000.00	\$12,000.00
3.	New Cab Flooring Bid Allowance	1	LS	\$ 2,000.00	\$ 2,000.00

SUBTOTAL ELEVATOR MODERNIZATION: \$ 159,000

GENERAL PAY ITEMS

4.	Mobilization/Demobilization	1	LS	\$ 300	\$ 600.
5.	General Conditions: Bonds, Insurance, Close-Out, Etc.	1	LS	\$ 1,170	\$ 1,170
6.	Cost Allowance for work as directed by the City due to undefined conditions	1	LS	\$25,000.00	\$25,000.00

<u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
7.	Consideration for Indemnification in accordance with the Supplementary Conditions	1	LS	\$ 10.00	\$ 10.00
8.	Cost Allowance for Permits, Licenses and Fees	1	LS	\$10,000.00	\$10,000.00

SUBTOTAL GENERAL PAY ITEMS: \$ 36,780.-

GRAND TOTAL: \$ 195,780.-

GRAND TOTAL (IN WRITING): ONE HUNDRED NINETY FIVE THOUSAND SEVEN
HUNDRED EIGHTY +00/100

ALTERNATES (As outlined in Specifications inclusive of all related means and methods required) for a complete operating system in accordance with all outlined associated requirements

ALT #1	New Hydraulic Cylinder and Piston	1	LS	<u>\$ 21,312.-</u>
ALT #2	Drill new Cylinder Hole	1	LS	<u>\$ 20,700.-</u>
ALT #3	New Machine Room Access Door	1	LS	<u>\$ 2,131.-</u>
ALT #4	New Machine Room Air Conditioning	1	LS	<u>\$ 2,486.-</u>
ALT #5	Code Compliant Electrical System	1	LS	<u>\$ 12,645.-</u>
ALT #6	New Stainless Cladding on 2 nd , 3 rd and 4 th Floor Doors	1	LS	<u>\$ 4,262.-</u>
ALT #7	Additional Cost to expedite installation (in order to complete work in half the time)	1	LS	<u>\$ 6,500.-</u>
ALT #8	Cost to Perform 1 year of Preventive Maintenance in Accordance with Appendix A following the 1 year Warranty Period.	1	LS	<u>\$ 3,000</u>

All, some, or none of the Alternates may be selected by the City following the appropriate evaluation.

- END OF SECTION -

SECTION 00410

APPROVED BID BOND

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That we Delaware Elevator of Florida, Inc., as Principal, and,

as Surety, are held and firmly bound unto the City of Hollywood in the sum of

10% of the bid Dollars (\$ 10% of the bid) lawful

money of the United States, amounting to 10% of the total Bid Price, for the payment of said sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated June 20 20 14 for

WATER TREATMENT PLANT ELEVATOR MODIFICATIONS

3441 HOLLYWOOLD BOULEVARD

CITY PROJECT NO. 13-4037

NOW, THEREFORE, if the principal shall not withdraw said bid within 90 days after date of the same and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, and provide the necessary Insurance Certificates as may be required for the faithful performance and proper fulfillment of such Contract, then this obligation shall be null and void.

Approved Bid Bond

In the event of the withdrawal of said bid within the specified period, or the failure to enter into such contract and give such bond and insurance within the specified time, the principal and the surety shall pay to the City of Hollywood the difference between the amount specified in said bid and such larger amount for which the City of Hollywood may in good faith contract with another party to perform the work and/or supply the materials covered by said bid.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this 20th
day of June, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

Witness

Signature of Individual

Address

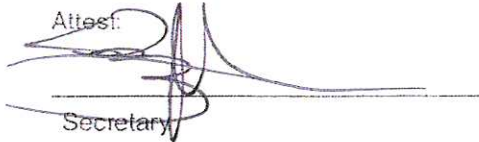
Printed Name of Individual

Witness

Address

Approved Bid Bond

WHEN THE PRINCIPAL IS A CORPORATION:

Attest: 
Secretary


Delaware Elevator of Florida, Inc.

Name of Corporation

399 Camino Gardens Blvd, Ste 102

Business Address

Boca Raton FL 33432

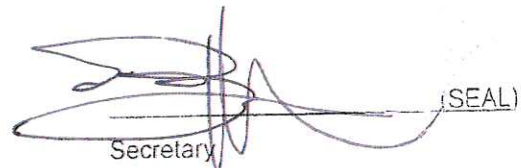
By: 
(Affix Corporate Seal)

Charles F. Meeks
Printed Name

President
Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Barry Hoffman, certify that I am the secretary of the Corporation named as Principal in the attached bond; that Charles F. Meeks who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature thereto is genuine and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

 (SEAL)
Secretary

Approved Bid Bond

TO BE EXECUTED BY CORPORATE SURETY:

Attest:

Katherine M. King
Secretary Witness

Western Surety Company
Corporate Surety
1954 Greenspring Dr, Suite 450
Business Address
Timonium MD 21093

BY: Susan Littleton
(Affix Corporate Seal)

Geraldine Littleton, Non-Resident FL Agent
Attorney-in-Fact
Avery W Hall Insurance Agency Inc.
Name of Local Agency
308 E Main Street
Business Address
Salisbury MD 21802-2317

STATE OF ~~XXXX~~ Maryland

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Geraldine Littleton to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the Western Surety Company and that the has been authorized by Western Surety Company to execute the forgoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida. Subscribed and sworn to before me this 20th day of June, 20 14

Victoria M. Bradford
Notary Public, State of ~~XXXX~~ Maryland

My Commission Expires: 6/10/15

- END OF SECTION -

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Katherine M King, Victoria M Bradford, Geraldine Littleton, Individually

of Salisbury, MD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of October, 2012.



WESTERN SURETY COMPANY

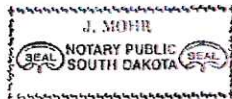
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of October, 2012, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of June, 2014.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

SECTION 00420

INFORMATION REQUIRED FROM BIDDERS

GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may cause its rejection. Additional sheets shall be attached as required.

1. Contractor's Name/Address: Delaware Elevator of Florida Inc.
399 Camino Gardens Blvd, Suite 102
Boca Raton, FL 33432
2. Contractor's Telephone Number: 561-989-4784
and e-mail address: pck@delawareelevator.com
3. Contractor's License (attach copy): ELC503
Primary Classification: Registered Elevator Company
Broward County License Number (attach copy): _____
4. Number of years as a Contractor in construction work of the type involved in this Contract: 68
5. List the names and titles of all officers of Contractor's firm:
Charles E. Meeks -President & Treasurer
Keith A Coffin- Vice President
Barry E Hoffman- Secretary
Denice Cordrey- Assistant Secretary
6. Name of person who inspected site or proposed work for your firm:
Name: Peter Kaprelian
Date of Inspection: May 1, 2014

7. What is the last project of this nature you have completed?
Como Hotel modernized 2 elevators contract value \$595,307.00
8. Have you ever failed to complete work awarded to you; if so, where and why?
no
9. Name three individuals or corporations for which you have performed work and to which you refer:
City of Tampa, Jim Greiner 813-274-8721
Bay Area Building Solutions, Stanton Cowen 727-528-8301
New Vista Builders Group, Lazaro Fernandez 813-200-8342
10. List the following information concerning all contracts on hand as of the date of submission of this proposal (in case of co-venture, list the information for all coventures).

Name of Project	City	Total Contract Value	Contracted Date of Completion	% Completion to Date
Hilton Gardens Hotel	Miami Beach	\$323,605	Dec 2014	1%
Hilton Gardens Hotel	Miami Beach	\$42,800	Dec 2014	0%
Scottish Rite Miami		\$102,690	Sept 2014	1%
Hannah Bldg	Delray	\$50,686.00	May 2014	65%

(Continue list on inset sheet, if necessary)

11. What equipment do you own that is available for the work?
our mechanics carry the tools they need in their vehicles

12. What equipment will you purchase for the proposed work?

NONE

NOTE:

If requested by CITY, the Bidder shall furnish a notarized financial statement, references and other information, sufficiently comprehensive to permit an appraisal of its current financial condition.

LIST OF SUBCONTRACTORS

The Bidder shall list below the name and address of each Subcontractor who will perform work under this Contract in excess of one-half percent of the total bid price, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed and hold a valid Hollywood Certificate of Competency.

1.	Work to be Performed	Subcontractor's Name / Address
	ALT #1 New Hydraulic Cylinder & Piston	TW ELEVATOR SOLUTIONS 2520 NW 16TH LANE, SUITE 12 POMPANO BEACH, FL 33064
	2.	
	ALT #2 3. Drill New Cylinder Hole	TRI STATE DRILLING 4326 SE BROWN RD. AUCANIA, FL 34266
	4. ALT # 4, 5	ATECH FIRE & SECURITY INC. 1945 W CORNAS RD POMPANO BEACH, FL 33064
	5.	
	6.	
	7.	
	8.	
	9.	
	10.	

NOTE: Attach additional sheets if required.

- END OF SECTION -



SECTION 00435

LOCAL PREFERENCE

Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to local Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer, which must be at least 1% less than the bid of the lowest responsive responsible non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.



CITY OF HOLLYWOOD, FLORIDA

DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING AND CONSTRUCTION SERVICES DIVISION
P. O. Box 229045 · HOLLYWOOD, FL 33022-9045 · PHONE: 954-921-3930 · FAX: 954-921-3491

ADDENDUM NO. 1

DATE: July 18, 2014
FOR: Water Treatment Plant Elevator Modifications
FILE NUMBER: 13-4037

ALL BIDDERS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the Bidding Documents for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents dated June 2014. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

If you have any questions pertaining to this addendum, please contact Bob Wertz of the City of Hollywood Department of Public Utilities, Engineering and Construction Services Division, at (954) 921-3930.

REVISIONS TO CONTRACT DOCUMENTS:

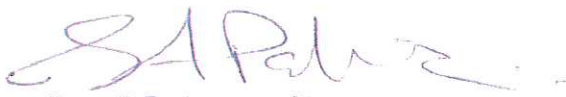
Item 1: Exceptions to the Original Bid Documents

State Statute Section 255.05 allows the City to waive the requirement for performance and payment bonds for projects where the amount of the contract is not more than \$200,000.00. Therefore, if the City awards the bid for an amount not more than \$200,000.00, the resulting contract will specify:

(i) the contractor will have the option of providing performance and payment bonds or not and (ii) if the contractor chooses not to provide performance and payment bonds, the City will not be obligated to make payment to the contractor until all releases of lien have been provided and the work is 100% complete and acceptable to the City's representative.

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS SHALL REMAIN THE SAME.

THIS ADDENDUM SHALL BE ATTACHED TO THE CONTRACT DOCUMENTS AND THE RECEIPT OF THE SAME SHALL BE NOTED IN THE PROPOSAL IN THE SPACE PROVIDED


Jitendra Patel, P.E., Assistant Director
Department of Public Utilities

"An Equal Opportunity and Service Provider Agency"
www.hollywoodfl.org



South Florida Office:
399 Camino Gardens Blvd
Suite 102
Boca Raton, FL 33432
800-787-0436 Corporate
(561) 948-2189 Fax
www.delawareelevator.com



May 14, 2014

Relevant References

Robert Schmucker/ Proj Manager
City of Tampa
Contract Administration
Construction Management
3808 E 26th Ave
Tampa FL 33605
813-635-3476
Robert.schmucker@ci.tampa.fl.us

Army National Guard
Rick Percy/ Super
900 King St
Wilmington, DE
302-354-4552

Modernization 5 landings

Modernization 4 landing cars

Florida Dept of Health/ Hillsboro City
Andrew Khadaroo
Facility Services
1105 E Kennedy Blvd
813-307-8015 x 3203
Andrew_khadaroo@doh.state.fl.us

Public Works Admin
Mary E Risteau District Ct
301 W Preston St.
Baltimore, MD 21201
443-610-8582

Modernization 4 landings

Modernization 3 cars 3 landings

City of Tampa
Fire Station #1
Jim Greiner
300 E Jackson St
Tampa FL 33602
813-274-8721

Reliance Construction
Chuck Fossler/ MEP
Como Hotel
2445 Collins Ave
Miami Beach, FL
305-926-7402

Modernization 3 landings

Modernization 9 landings

CHARLES E. MEEKS

SUMMARY OF QUALIFICATIONS

President and Chief Operating Officer of Delaware Elevator, Inc., Delaware Elevator Service, Inc., Delaware Elevator Manufacturing, Inc., Chesapeake Drilling, Inc. Developed and manages all functions of these companies.

WORK EXPERIENCE

1986 – Present

Delaware Elevator, Inc., Salisbury, Maryland and affiliated companies.

President and Chief Operating Officer

- Developed and manages office and field operations providing personal attention to drilling, manufacturing, service, construction and modernization divisions as well as currently expanding into the international market.
- Operates three branch offices in Salisbury, MD, Annapolis, MD, and Wilmington, DE
- Promotes expansion of company while continuing to provide individualized attention to 180 plus employees.

Sales and Service

- Meets with contractors, architects, owners, and homeowners to assist in the design and redesign of new construction and modernization of commercial and residential elevator systems, chairlifts, and dumbwaiters.
- Review and bid projects at all monetary levels for private individuals, contractors, and government agencies including the Department of The Navy, U.S. State Department, U.S. Department of Energy, U.S. Department of the Interior, U.S. Army, U.S. Marines Corp, U.S. Department of Defense as well as museums, schools, hospitals, churches, condominiums, hotels, etc.
- Provided modernizations to several high rise and low rise projects in the Northeast Region

Service Technician

- Provided prompt and reliable service for area businesses.
- Utilized extensive knowledge to promote growth of service department.

Elevator Mechanic

- Installation of commercial and residential elevators including hydraulic elevators, overhead traction machines, basement traction machines, gearless traction machines, MG sets as well as chairlifts and dumbwaiters.

Elevator Mechanic Assistant

- Assisted Mechanics in installing elevators
- Under father's supervision, gained considerable hands on knowledge that was enriched by generations of experience.

EDUCATION

- 1984 – 1985 Elon College, Burlington, North Carolina
Completed Courses in Business, Economics, Business Law and various electives.
- 1985 – 1986 Salisbury State University, Salisbury, Maryland
Concentrations in Business, Business Law, Economics and various electives.

L. LICENSING AND AFFILIATIONS

Holds limited electrical licenses in the states of Maryland, Virginia, Delaware, Pennsylvania

Holds business licenses in Maryland, Delaware, Virginia, Pennsylvania, Florida, Washington, DC

Certified Elevator Technician (CET ID#02-00005)

National Association of Elevator Contractors (NAEC) – President of Association (2007), Board of Director (2008)

(Holds Contractor and Supplier Membership)

Associated Builders and Contractors (ABC), Membership in Delaware, Maryland, and Washington, DC

Delmarva Condominium Management Association

Daniel J. Bohn
Bishopville, MD 21813
Cell: 443-497-2040

Experience:

- 1998 – Present: Delaware Elevator, Salisbury MD 21801
2004- Present: Construction Superintendent
Manage and oversee construction crews.
Accountable for all field production, staffing and quality control issues.
- 2002 - 2004: Service Supervisor
Oversee / Supervise Service Technicians
- 1998- 2002 : Service Technician
Responsible for assigned service route and installation for elevators and escalators
- 1980 –1998: Otis Elevator, Linthicum MD
Started as construction helper, to Mechanic to Service Mechanic

Education:

- 1998- Present:
Technical Training Courses, Delaware Elevator
- 1979-1980:
University of Delaware
- 1975 – 1979:
Indian River High, Diploma

Certifications:

- 2003- current:
NAESA- International, QEI Inspector # C2860
- 2002 -current:
NAEC – CET # 02-00126
CC State of Florida #CC1998

Recent Projects:

Installation / Modernization

- Peninsula Regional Medical Center, Salisbury MD; various modernization and new construction installation.
- Windswept Condo's, Frankford DE; currently eleven new units
- Sea Colony, Bethany Beach – modernization
- Bayhealth, Dover, DE – eleven new elevators

SECTION 00500

Contract

THIS AGREEMENT, made and entered into, this ____ day of _____, A.D., ____, by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation of the State of Florida, part of the first part, (hereinafter sometimes called the "CITY"), and

PARAMOUNT ELEVATOR SERVICE, LLC

party of the second part (hereinafter sometimes called the "CONTRACTOR").

WITNESSETH: The parties hereto, for the considerations herein- after set forth, mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the Contract Documents, for:

**Construction Services Related To The City Of Hollywood's Water Treatment Plant
Administration Building Elevator Modifications
Located At 3441 Hollywood Boulevard**

City Project No.: 13-4037

Article 2. The Contract Sum: The CITY shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal heretofore submitted to the CITY by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract being the sum of **Two Hundred Six Thousand One Hundred Ninety and 00/100 Dollars \$206,190.00.**

Article 3. Partial and Final Payments: In accordance with the provisions fully set forth in the "General Conditions" of the "Specifications", and subject to additions and deductions as provided, the CITY shall pay the CONTRACTOR as follows:

- (a) On the 15th day, or the first business day thereafter, of each calendar month, the CITY shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less ten percent (10%) of the amount of such estimate which is to be retained by the CITY until all work has been performed

strictly in accordance with this Agreement and until such work has been accepted by the CITY.

- (b) Upon submission by the CONTRACTOR of evidence satisfactory to the CITY that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the WORK have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the CITY, final payment on account of this Agreement shall be made within sixty (60) days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the ENGINEER and approved by the CITY.

Article 4. Time of Completion: The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after date of written Notice To Proceed and shall fully complete the Contract in accordance within the Contract Documents and meet all intermediate milestone completion dates required after said date of written notice as set forth in the Proposal, as may be modified by Instructions to Bidders, and stated in the Notice to Proceed.

It is mutually agreed between the parties hereto, that time is of the essence, and in the event that construction of the WORK is not completed within the Contract Time and per intermediate dates, as may have been modified solely in accordance with the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CITY is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary General Conditions of this Contract as liquidated damages sustained by the CITY in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as may be stated therein or contemplated therefrom.

Article 5. Additional Bond: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Payment and Performance Bonds required herein for the express purpose of assuring the faithful performance of the Contractor's work hereto attached, the CITY shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, said bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) days after receipt of notice from the CITY furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

Article 6. Contract Documents: All of the documents hereinafter listed form the Contract and they are as fully a part of the Contract as if hereto attached, or repeated in this Agreement:

- | | |
|---|--------------------------------------|
| 1. Notice to Bidders | 9. Contract |
| 2. Instruction to Bidders | 10. Performance Bond |
| 3. Proposal | 11. Payment Bond |
| 4. Proposal Bid Form | 12. General Conditions |
| 5. Bid Bond | 13. Supplementary General Conditions |
| 6. Information Required from Bidders | 14. Addenda |
| 7. Local Minority Business Enterprise and Local Small Business Enterprise Forms | 15. Specifications |
| 8. Trench Safety Form | 16. Drawings |

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the city issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

Article 8. No additional work or extras shall be performed unless the same be duly authorized by appropriate action of the City.

Article 9. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

Article 10. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the City or the Engineer.

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

By: _____
PETER BOBER, MAYOR

PATRICIA A. CERNY, MMC
CITY CLERK

CONTRACTOR
Party of the Second Part

Signed, sealed and delivered in the presence of:

(Witness) (Signature of Individual)

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A
TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness) _____

(Witness) _____

(Name of Firm) _____

(Signature of Individual) _____ (SEAL)

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WHEN THE CONTRACTOR IS A PARTNERSHIP:

(Witness)

(Name of Firm) a Partnership

(Witness)

BY: _____ (SEAL)
(Partner)

WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

Secretary

(Correct Name of Corporation)

BY: _____ (SEAL)
President

APPROVED AS TO FORM AND APPROVED AS TO FINANCE:
LEGALITY

for the use and reliance of the
City of Hollywood, Florida only:

By _____
Jeffrey P. Sheffel, City Attorney

By _____
Matthew Lalla, Director of Financial Services

CERTIFICATE

**STATE OF FLORIDA)
COUNTY OF BROWARD)**

I HEREBY CERTIFY that a meeting of the Board of Directors of _____,
a corporation under the laws of the State of _____, was held on _____, 20____,
and the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ President of the corporation, be and
he is hereby authorized to execute the contracts on behalf of this corporation, and
that his execution thereof, attested by the Secretary of the corporation and with
corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation, this _____ day of _____, 20____.

Secretary

- END OF SECTION -